

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dole Food Company, Inc.		09/09/2011	CORPORATION: DELAWARE
Dole Packaged Foods, LLC		09/09/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
Internal Address:	as Collateral Agent		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3946803	DOLE CHERRY ALMOND BLEU	
Registration Number:	3844931	DOLE PLUS	
Registration Number:	3905531	HARVEST BEST	
Registration Number:	3783892	SMOOTHIE STARTERS	
Registration Number:	3933032	KEEP RIPE PAKS	
Registration Number:	3773760	SHAKERS	
Registration Number:	3195133	ICE CREAM MOLLI COOLZ!	
CORRESPONDENCE DATA			
Fax Number:	(212)656-1342		
Phone:	212-701-3345		
Email:	david.adams@thomsonreuters.com		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent			

OP \$190.00 3946803

900202106

TRADEMARK
 REEL: 004622 FRAME: 0809

via US Mail.

Correspondent Name: James P Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

David Adams

Signature:

/david adams TR/

Date:

09/14/2011

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Dole Food Company, Inc. and Dole Packaged Foods, LLC (collectively, the "Grantors") with principal offices at One Dole Drive, Westlake Village, CA 91362, hereby grant to Deutsche Bank AG New York Branch, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005, (the "Grantee"), a security interest in (i) all of the Grantors' right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the U.S. Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

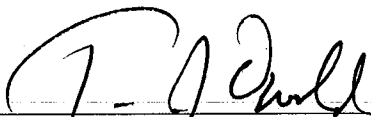
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantors, as such term is defined in the Security Agreement among the Grantors, the other Assignors from time to time party thereto and the Grantee, dated as of March 28, 2003, amended and restated as of April 12, 2006 and amended as of March 18, 2009 (as further amended, modified, restated and/or supplemented from time to time, the "U.S. Security Agreement"). Upon the occurrence of the Termination Date (as defined in the U.S. Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Marks acquired under this Grant.

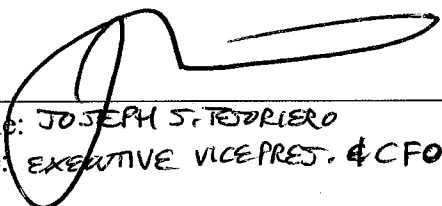
This Grant has been granted in conjunction with the security interest granted to the Grantee under the U.S. Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the U.S. Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

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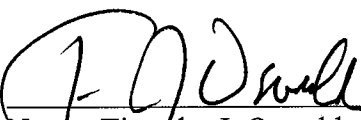
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 9th day of
September, 2011.


DOLE FOOD COMPANY, INC., Grantor

By: 
Name: Timothy J. Oswald
Title: Vice President, Associate General
Counsel and Assistant Secretary

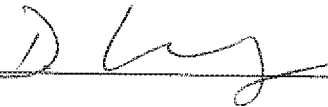
By: 
Name: JOSEPH S. TEDRIERO
Title: EXECUTIVE VICEPRES. & CFO

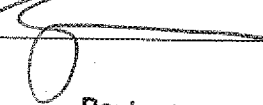
DOLE PACKAGED FOODS, LLC, Grantor

By: 
Name: Timothy J. Oswald
Title: Vice President and Secretary

By: 
Name: JEFFREY B. CONNER
Title: VICE PRES. & ASSISTANT SECRETARY

DEUTSCHE BANK AG NEW YORK BRANCH, as
Collateral Agent and Grantee

By: 
Name: _____
Title: **Dusan Lazarov**
Director

By: 
Name: _____
Title: **Benjamin Souh**
Vice President

SCHEDULE A

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Dole Food Company, Inc.	DOLE CHERRY ALMOND BLEU	3946803	19-Apr-2011
Dole Food Company, Inc.	DOLE PLUS	3844931	07-Sep-2010
Dole Food Company, Inc.	HARVEST BEST	3905531	11-Jan-2011
Dole Food Company, Inc.	SMOOTHIE STARTERS	3783892	04-May-2010
Dole Food Company, Inc.	KEEP RIPE PAKS	3933032	15-Mar-2011
Dole Packaged Foods, LLC	SHAKERS	3773760	12-May-2009
Dole Packaged Foods, LLC	ICE CREAM MOLLICOOLZ	3195133	02-Jan-2007